



**Montana Fish,
Wildlife & Parks**

INVITATION FOR BID

THIS IS NOT AN ORDER

Department of Fish, Wildlife & Parks
Purchasing Unit
930 West Custer Avenue
P. O. Box 200701
Helena, Montana 59620-0701
Phone: (406) 495-3249
Fax: (406) 495-3253

Company Name/Address: (correct any errors)

Bid No.: FWP 030069

Bid Title: **FIREWOOD BUNDLES**

Pages: 1-5, ATTACHMENT "A"

BIDS will be received and publicly opened at **2:00 p.m.** on:

Monday, October 28, 2002

Issued by:

Mary House, Purchasing Officer

**MARK FACE OF BID ENVELOPE UNDER YOUR RETURN
ADDRESS WITH THE FOLLOWING69**

FWP 030058
10/28/02

RETURN YOUR BID TO:

Department of Fish, Wildlife & Parks
930 West Custer Avenue
P.O. Box 200701
Helena, MT 59620-0701

SPECIAL INSTRUCTIONS: BIDS will be received and publicly opened at:

Department of Fish, Wildlife & Parks (Warehouse)
930 West Custer Avenue
Helena, MT 59620

PLEASE COMPLETE

Delivery Date:

Payment Terms: Net 30 Days

Company Name/Address: (if different)

Phone: ()

Fax: ()

Bidder Name:
(please print)

Federal I.D.
No.:

Signature of
Bidder:

IMPORTANT
SEE STANDARD TERMS & CONDITIONS

Standard Terms and Conditions

By submitting a bid, proposal, or limited solicitation, or acceptance of a contract, the vendor agrees to the following binding provisions:

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of Fish, Wildlife & Parks Purchasing Unit. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the Fish, Wildlife & Parks Purchasing Unit prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of the contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see www.discoveringmontana.com/doa/ppd under Reciprocal Preference.

REFERENCE TO CONTRACT: The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.state.mt.us/sos>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 3/02

BILL TO: FISH WILDLIFE & PARKS
DAVID LANDSTROM
490 N MERIDIAN RD
KALISPELL MT 59901

PROJECT SITE: SINCLAIR CREEK
VARIOUS LOCATIONS
LISTED HEREIN

I. SPECIFICATIONS FOR WORK

Region One Montana Fish, Wildlife and Parks (FWP) is seeking bids for a Contractor to supply approximately 2500 to 3000 firewood bundles to Region One State Parks from May 1, 2003 to September 30, 2003. This quantity of firewood is based on the previous year's usage during the same time period. There is no guarantee as to the actual number of bundles purchased.

Firewood bundles shall be 1 1/2 cu. ft., 12"x12" x 18" long. They shall be comprised of split, seasoned, dry firewood, and bundled with burnable material such as twine or plastic. Steel banding is not accepted.

Contractor delivers initial order of up to 100 firewood bundles to following Montana State Parks by May 15, 2003: **Whitefish Lake State Park, Logan State Park, Lake Mary Ronan State Park**, and five campground units of Flathead Lake State Park: **Wayfarers, Yellow Bay, Finley Point, Big Arm, and West Shore**. Please refer to enclosed map (Attachment "A") for location of these state park units. Contractor must be able to deliver up to 300 bundles per week during peak season. Peak season is typically late June through late August. Contractor must have a prearranged wood supply as well as a full inventory of up to 700 bundles prepared by May 15, 2003.

II. COMMUNICATION

Contractor is required to communicate with FWP Regional Park Manager (406)751-4574 every Monday during the camping season to coordinate restocking of park units. Communication must be made either by voice mail, e-mail or fax. During this communication, FWP liaison will identify restocking needs for the region. Restocking shall take place on designated weekdays. Note: Not all park units will require weekly restocking.

III. INVOICING

Contractor will invoice FWP on a monthly basis. Invoices must be legible to include personal or business tax identification number.

IV. CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed two (2) additional years.

V. AWARD PROCESS

Award will be made to one (1) contractor whose low bid meets all terms, conditions, requirements and specifications of Limited Solicitation FWP #030069

V. QUOTE SECTION

Contractor must submit one sample bundle per the above specifications, to the Region One FWP Headquarters building located at 490 North Meridian Rd. Kalispell, by Friday, October 25, 2002 to be considered for bidding process. Bundles that don't meet specifications will be disqualified from bidding process.

Provide and deliver F.O.B. firewood bundles to various locations per the above specifications.

Cost per Bundle \$ _____